

PATRICIA A. PESHKA
PURCHASING AGENT



SCOTT AVEDISIAN
MAYOR

CITY OF WARWICK
PURCHASING DIVISION
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
TEL (401) 738-2000 EXT. 6240
FAX (401) 737-2364

The following notice is to appear on the City of Warwick's website Friday, April 1, 2016.
The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
BIDS REQUESTED FOR**

Bid #2017-5 Wastewater Treatment Chemicals

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Friday, April 1, 2016.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 10:00 AM, Tuesday, April 12, 2016. The bids will be opened publicly commencing 10:00 AM, on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards shall be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2000, extension 6241 at least 48 hours in advance of the bid opening date.

Original Signature on File

Patricia A. Peshka
Purchasing Agent

PLEASE SUBMIT THIS PAGE WITH YOUR BID

Acknowledgement of Addendum (if applicable)

Addendum Number

Signature of Bidder

COMPANY NAME: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____ *

*Please include your email address. Future bids will be emailed, unless otherwise noted.

II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor (delete if inapplicable), accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____

Bid #2017-5

Purchasing Agent Signature

CERTIFICATION & WARRANT FORM*

**This form must be completed and submitted with sealed bid.
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statutes, laws, ordinances and regulations, in particular, but not limited to Chapter 16-Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature

Date

Company Name

Address

Address

***This form cannot be altered**

**CITY OF WARWICK
NOTICE TO BIDDERS**

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If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

The opening of bids shall be in the order established by the posted agenda and the agenda shall continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid shall be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of noncompliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and one (1) copy in a sealed envelope. The exterior of the envelope shall be plainly marked to include: *YOUR COMPANY NAME* and "Bid #2017-5 Wastewater Treatment Chemicals." Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified. No bids shall be accepted via facsimile or email.

Should you have any questions, please Scott Goodinson, Warwick Sewer Authority, 125 Arthur Devine Blvd., Warwick, RI at 401-468-4724.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it is opened.

Any deviation from the specifications must be noted in writing and attached as part of the bid. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The IRS Form W-9 attached should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

Prices to be held firm July 1, 2016 through June 30, 2017. Term contracts may be extended for an additional two, one-year terms upon mutual agreement unless otherwise stated.

The successful bidder must provide the City of Warwick with an original certificate of insurance for General Liability and Automobile Liability in a minimum amount of \$2 million. It is the vendor's responsibility to provide the City of Warwick with an updated certificate of insurance upon expiration of the original certificate.

When a bid is awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a Certificate of Good Standing dated no more than thirty (30) days prior to the date upon which the bid award was made.

The successful bidder will provide said Certificate of Insurance and Certificate of Good Standing within ten (10) calendar days after notification of award or the City reserves the right to rescind said award.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The successful bidder must comply with all Rhode Island Laws, applicable to public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor

shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit shall be the responsibility of the successful bidder. Deliveries shall be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this

Solicitation, which may be required or requested by the City of Warwick shall be the sole responsibility of and shall be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondents bid or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick shall be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement shall cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

SUPPLEMENT TO BID SPECIFICATIONS

1. The Warwick Sewer Authority plans to purchase Liquid Calcium Nitrate, Liquid Sodium Hydroxide, and Potassium Permanganate for Warwick Sewer Authority as indicated in the attached specifications.

Bidder is not to separate the supplement from the bid but must return same as complete. Bid is not to include any taxes, from which the City of Warwick is exempt by State law.

2. **BID:** Sealed bids shall be received by the Purchasing Division on the form attached in a sealed envelope marked "BID #2017-5 WASTEWATER TREATMENT CHEMICALS".
3. **BID QUALIFICATIONS:** Each bidder shall present evidence that they are normally engaged in the purveying of this type of material, supplies or equipment. The bidder should be thoroughly familiar with the contents of the notice before submitting a bid. The bidder automatically acknowledges and accepts all the provisions, conditions and specifications of this notice; no bid shall be considered from bidders who are unable to show that they are normally engaged in purveying of the type of material, supplies or equipment bid on.
4. **DELIVERY:** Material shall be delivered for operation as required by the specifications. If the vendor fails to deliver materials as required in the time indicated, or subsequently agreed to, a credit may be taken in the bid price of 1/10 of 1% per day at the discretion of the Purchasing Agent for the City of Warwick. Off loading of any chemical shall be prohibited until a Warwick Sewer Authority employee has signed off and accepted said delivery.
5. **ACCEPTANCE OF REJECTION:** The City of Warwick – WSA reserves the right to reject any or all bids, to accept any bid or to waive any informality in the bid as deemed advisable in the best interest of the City.
6. **PAYMENT:** The City agrees to pay for the material within thirty (30) days after acceptance. Acceptance means 100% delivery of satisfactory merchandise to comply with our specifications.
7. **TESTS:** Before approval, the Superintendent shall have the right to inspect and test the materials furnished in accordance with this notice. All chemical deliveries shall be accompanied by a certificate of analysis.

Bid of _____ (hereinafter called "bidder" organized and existing under the laws of the State of doing business as (Hereinafter called "Owner").

The bidder, in compliance with the invitation for bids for the supply of **Potassium Permanganate, Liquid Calcium Nitrate, Liquid Sodium Hydroxide** agrees to have examined the specifications with relating documents and the site of the proposed delivery. The bidder shall be familiar with all of the conditions surrounding the project, hereby proposes to furnish all materials and supplies in accordance with the Contract Documents, at time set forth therein, and at prices stated below. These prices are to cover all expenses incurred in furnishing and delivering material in accordance with the Contract Documents, of which this bid is a part.

A. BASE BID – The bidder agrees to furnish **POTASSIUM PERMANGANATE** as described in the specifications for price per pound as listed below. Amount shall be shown in both words and figures. In case of discrepancy, the amount in words shall govern.

\$_____ pound

_____ pound

B. BASE BID – The bidder agrees to furnish **LIQUID CALCIUM NITRATE SOLUTION** as described in the specifications for price per gallon and per pound as listed below.

\$_____ gallon

\$_____ pound

C. BASE BID – The bidder agrees to furnish **LIQUID SODIUM HYDROXIDE** (50% solution) described in the specifications for the price per gallon and dry pound as listed below.

\$_____ gallon

\$_____ pound

The above prices shall include all labor, materials, transportation, uses of containers, overhead, profit, insurance, etc., for the period of the contract. No additional or separate deposit will be made on containers. The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding. The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving bids.

CERTIFIED BY:_____

ADDRESS:_____

SEAL IF A CORPORATION:

A. SPECIFICATIONS FOR POTASSIUM PERMANGANATE

1. SCOPE

This specification covers one grade of potassium permanganate, delivered in (approximately) 55 lb, containers to the Warwick Sewer Authority, located on 125 Arthur Devine Boulevard, Warwick, Rhode Island, between 8 am and 3 pm, Monday through Friday.

2. GENERAL

The price shall be good for the one-year period extending from July 1, 2016 through June 30, 2017. Term contracts may be extended for two additional one year terms upon mutual agreement unless otherwise stated. Billing shall be based on total pounds delivered.

3. QUANTITY

The estimated quantity for this one-year period is 40,000 pounds. The owner reserves the right to increase or decrease the quantity in accordance with requirements.

4. DELIVERY

The potassium permanganate shall be delivered in (approximately) 55.125 lb. drums in minimum lots of (approximately) 48 as directed, and off loaded at the owner's loading platform.

5. TRANSPORTATION

All deliveries shall conform in every respect with applicable Federal and State laws for safety, security and load requirements.

6. STANDARDS

Potassium permanganate free flowing shall conform to AWA standards B603-93 and meet water codex RMIC

Assay: Guaranteed 97% KMnO_4 , Typical 97 %

Particle size – 20% max. Retained on #425 U.S. standard sieve (formerly #40) 7% maximum through #75 U.S. standard sieve (formerly #200)

Containers shall be made of plastic or metal with twist off/easy to remove covers. Containers must have at least one handle and removable labels.

The successful bidder must be registered with the National Sanitation Foundation. (N.S.F.). All chemicals shall be NSF Standard 60 certified.

B. SPECIFICATIONS FOR A LIQUID CALCIUM NITRATE DOUBLE SALT SOLUTION

1. SCOPE

This specification is for a liquid calcium nitrate double salt solution for use as an odor control/buffering agent for the sewage pump station wet wells and force mains. The material supplied shall be an aqueous solution of calcium nitrate double salt containing a minimum of 3.5 pounds of nitrate-oxygen per gallon.

2. GENERAL

The price shall be good for the one-year period extending from July 1, 2016 through June 30, 2017. Term contracts may be extended for two additional one year terms upon mutual agreement unless otherwise stated. Billing shall be based on total gallons delivered.

3. QUANTITY

The estimated quantity for this time period is 44,000 gallons. The owner reserves the right to increase or decrease the quantity in accordance with requirements.

4. DELIVERY

Deliveries will be made to the Warwick Sewer Authority, located at 125 Arthur W. Devine Boulevard, Warwick, Rhode Island, and/or various (no less than 2,000 gallons – unless mutually agreed upon by both parties) to WSA's three (3) remote pumping stations equipped with bulk chemical storage tanks. Truckloads on weekdays between the hours of 8 am and 3 pm. Deliveries will be made only at the owner's request with a tanker truck capable of off loading via pressure or other authorized and approved delivery method. Deliveries shall be made in the requested quantity within five (5) days of the order. Capability to deliver to sites with short truck for limited access if requested by the city (WSA).

5. TRANSPORTATION

All deliveries shall conform in every respect with applicable Federal and State laws for safety, security and load requirements. The material shall be exempt from Federal DOT placard requirements. A Certificate of Analysis (COA) shall be provided for each delivery.

6. STANDARDS

- | | | |
|---|--|---|
| ⇒ | Chemical Formula | Ammonium Calcium Nitrate Double Salt Solution |
| ⇒ | Boiling Point: | 218-221°F |
| ⇒ | Freezing Point: | < -10°F (-23°C) |
| ⇒ | Density (lbs/gal): | 11.5 – 12.3 @ 68°F |
| ⇒ | pH: | 4-9 s.u. |
| ⇒ | Specific Gravity: | 1.42 minimum |
| ⇒ | Solubility in Water: | Complete |
| ⇒ | The material supplied shall be an aqueous solution of calcium nitrate double salt containing a <u>minimum</u> of 3.5 pounds of nitrate-oxygen per gallon | |
| ⇒ | The material shall be free of any objectionable odor-producing compounds | |
| ⇒ | The Crystallization point of the material shall be less than – 20 degrees F. A crystallization chart shall be provided with the bid. | |

C. SPECIFICATIONS FOR LIQUID SODIUM HYDROXIDE (Caustic Soda)

1. SCOPE

Product is to be delivered at the Warwick Sewer Authority wastewater treatment facility in 3,000 – 4,000 gallon truckloads weekdays 8 am to 3 pm. Product is to be offloaded into an above ground storage tank, located at the southeast corner of the Septage/ Inlet Facility.

2. GENERAL

The price shall be good for the one-year period extending from July 1, 2016 through June 30, 2017. Term contracts may be extended for two additional one year terms upon mutual agreement unless otherwise stated. Billing shall be based on total gallons delivered.

3. QUANTITY

The estimated quantity, based upon a concentration of 50% DIAPHRAGM GRADE shall be 91,250 gallons annually, or 250 gallons/day. Deliveries shall be no more than 4,000 gallons.

4. DELIVERY

Deliveries shall be made between the hours of 8 am and 3 pm Monday through Fridays and received at the Septage/ Inlet Facility. Deliveries will be made only at the owner's request and be made by tanker truck capable of off loading via pressure. A complete delivery slip shall accompany each delivery showing product assay strength, scale weights, approximate gallons and be signed by the owner as received. Deliveries shall be made in the requested quantity within four (4) days of the order.

5. TRANSPORTATION

All deliveries shall conform in every respect with applicable Federal and State laws for safety, security and load requirements.

6. STANDARDS

- ⇒ 50% sodium hydroxide by weight, diaphragm grade
- ⇒ < 2% sodium chloride by weight
- ⇒ pH 14.0 standard units
- ⇒ specific gravity = 1.53 @ 15.6 degrees C
- ⇒ weight of solution 12.6 lbs/gal.

The Warwick Sewer Authority may cancel this contract upon twenty (20) days written notice to the contractor, should the product, for any reason, prove unsatisfactory for the purpose intended, or should there be a decline in the effectiveness per pound of material below that of the results documented in the initial trial.

The final determination of the selection of the successful bidder will not necessarily be the lowest price per pound of polymer, but rather the performance of the product based on costs/ton of dry solids produced by the filter, resulting from trial runs and/or knowledge and experience with the product. Upon request, the bidders shall provide the Warwick Sewer Authority with one (1) 275 gallon tote of the product which will allow for all the required trial testing.

CITY OF WARWICK

BID AND CONTRACT FORM

TITLE OF SPECIFICATION: Bid #2017-5 Wastewater Treatment Chemicals

I. BID:

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price below;

This offer shall remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the bid into a contract. This bid and contract shall be secured by Bonds, if required by the specifications. Please list each fee per parcel below.

Pricing as Submitted